IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.2574 OF 2004

IN

SUIT NO.2583 OF 2004

...

Govindlal Motilal Panchal ...Plaintiff

v/s.

Bank of India & ors. ...Defendants

...

Mr.C.K.Pendse i/b Ms.Jyoti Chavan for the Plaintiff.

Mr.O.A.Das for the Defendant No.1.

...

CORAM: D.K.DESHMUKH, J.

DATED: 8TH DECEMBER,2005

P.C.:

1. The Plaintiff has filed the suit claiming decree of declaration that the agreement of guarantee which he has signed is null and void. The ground raised for claiming that the agreement of guarantee is null and void is that it is contrary to some of the terms in the letter by which the loan was sanctioned by the Defendant No.1/bank in favour of Plaintiff. It is undisputed position that what is signed by the Plaintiff is the loan agreement. It is nobody's case that the Plaintiff was forced to sign the loan agreement. If according to the Plaintiff, the terms in the loan agreement are contrary to the sanction letter, the Plaintiff should have refused to sign the loan agreement.

2. After having signed the loan agreement and after having secured the loan for Defendant No.2 Mr.Hasmukh Tribhovandas Panchal, who is said to be brother-in-law of the Plaintiff, the Plaintiff cannot be permitted now to turn around and disown the liability. Plea raised in the plaint, obviously, is

dishonest plea. The Plaintiff does not have a prima facie case and therefore there is no question of granting any ad-interim order in favour of the Plaintiff. Notice of Motion is, therefore, disposed of.

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